IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA
ERIE DIVISION

UNITED STATES OF AMERICA Plaintiff, v. ERIE COKE CORPORATION, Defendant.	Civil Action No. 1:16-cv-238 Judge Barbara Rothstein

CONSENT DECREE

I. JURISDICTION AND VENUE 4
II. APPLICABILITY 5
III. DEFINITIONS 6
IV. CIVIL PENALTY 9
V. COMPLIANCE REQUIREMENTS 10
VI. REVIEW AND APPROVAL OF SUBMITTALS 42
IX. REPORTING REQUIREMENTS 44
X. STIPULATED PENALTIES 46
XI. FORCE MAJEURE 51
XII. DISPUTE RESOLUTION 53
XIII. INFORMATION COLLECTION AND RETENTION 55
XIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS 57
XV. COSTS 59
XVI. NOTICES 59
XVII. EFFECTIVE DATE 60
XVIII. RETENTION OF JURISDICTION 60
XIX. MODIFICATION 61
XX. TERMINATION 61
XXI. PUBLIC PARTICIPATION 62
XXII. SIGNATORIES/SERVICE 62
XXIII. INTEGRATION 63
XXIV. FINAL JUDGMENT 63

XXV. APPENDICES 63

CONSENT DECREE

Plaintiff United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a complaint in this action concurrently with this Consent Decree ("Consent Decree" or "Decree"), alleging that Defendant Erie Coke Corporation ("ECC") violated Section 113 of the Clean Air Act ("CAA"), 42 U.S.C. §7413, at the foundry coke manufacturing facility ("Facility") that ECC owns and operates in Erie, Pennsylvania.

The complaint alleges that ECC has violated various provisions of the CAA, including the National Emissions Standard for Hazardous Air Pollutant ("NESHAP") General Duty Requirement, 40 C.F.R. § 61.12(c); the NESHAP for Benzene Emissions from Coke By-Product Recovery, 40 C.F.R. Part 61, Subpart L, §§ 61.130 through 61.139 ("Subpart L"); and the NESHAP for Benzene Waste Operations, 40 C.F.R. Part 61, Subpart FF, §§ 61.340 through 61.359 ("Subpart FF").

ECC has entered into this Decree without the adjudication or admission of any issue of fact or law except as provided for in Section I of this Decree.

The Parties recognize, and the Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties, and that this Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and over the Parties. Venue lies in the United States District Court for the Western District of

Pennsylvania (the "District") pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), because the events giving rise to the claims alleged herein occurred in this District, and ECC does business and has its principal place of business in this District. For purposes of this Decree, or any action to enforce this Decree, ECC consents to the Court's jurisdiction over this Decree and any such action and over Defendant and consents to venue in this District.

2. For purposes of this Decree, ECC agrees that the complaint states claims upon which, if proven, relief may be granted pursuant to Section 113 of the CAA, 42 U.S.C. §7413.

II. APPLICABILITY

3. The obligations of this Decree apply to and are binding upon the United States and upon ECC, its successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve ECC of its obligation to ensure that the terms of this Decree are implemented. At least 30 Days prior to any transfer of ownership or operation of the Facility pursuant to an executed and binding agreement, ECC shall provide a copy of this Decree to the proposed transferee, and shall simultaneously provide written notice of the prospective transfer to EPA - Region 3, the United States Attorney for the Western District of Pennsylvania, and the United States Department of Justice, in accordance with Section XIV of this Decree (Notices). Any transfer of ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

5. ECC shall provide a copy of this Decree to all officers, employees, and agents whose duties include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Decree. ECC shall condition any such contract upon performance of the work in conformity with the terms of this Decree.

6. In any action to enforce this Decree, ECC shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Decree.

III. DEFINITIONS

7. Terms used in this Decree that are defined in the CAA, or in regulations promulgated pursuant to the CAA, shall have the meanings assigned to them in such statute or regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Decree, the following definitions shall apply:

a. "Complaint" shall mean the complaint filed by the United States in this action;

b. "Consent Decree" or "Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXIII);

c. "Covered Equipment" shall mean:

i. all pumps, valves, exhausters, pressure relief devices, sampling connection systems, open-ended valves or lines, flanges or other connectors, and control devices or systems required by 40 C.F.R. § 61.135 that are intended to operate "in benzene service" as defined in 40 C.F.R. § 61.131; and

ii. tar decanters, tar storage tanks, tar-intercepting sumps, flushing-liquor circulation tanks, light-oil sumps, light-oil condensers, light-oil decanters, wash-oil decanters, wash-oil circulation tanks, naphthalene processing, final coolers and final-cooler cooling towers regulated under 40 C.F.R. Part 61, Subpart L.

d. "Covered Process Unit" shall mean any process unit that is, or under the terms of this Decree becomes, subject to 40 C.F.R. Part 61, Subpart V;

e. "Date of Lodging" shall be the date upon which this Decree is filed with the Court as part of a Notice of Lodging, as recorded on the Court's docket, and shall precede both the public comment period required by this Decree and a Motion to Enter the Decree;

f. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

g. "Defendant" shall mean Erie Coke Corporation;

h. "DOR" shall mean Delay of Repair;

i. "ELP" shall mean the Enhanced Leak Detection and Repair Program specified in Paragraph 14 of this Decree;

j. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

k. "Effective Date" shall have the definition provided in Section XV;

l. "Facility" shall mean ECC's by-product coke manufacturing facility located in Erie, Pennsylvania;

m. "LDAR Personnel" shall mean all employees and contractors responsible for duties, obligations or compliance with 40 C.F.R. Part 61, Subparts L and V and/or any other duties arising from the ELP;

n. "Method 21" shall mean the test method found at 40 C.F.R. Part 60, Appendix A, Method 21;

o. "PADEP" shall mean the Pennsylvania Department of Environmental Protection";

p. "Paragraph" shall mean a portion of this Decree identified by an Arabic numeral;

q. "Parties" shall mean the United States and ECC;

r. "Repair Verification Monitoring" shall mean the utilization of monitoring (or another method that indicates the relative size of the leak) by no later than the end of the next calendar day of each attempt at repair of a leaking piece of Covered Equipment to achieve the best repair/lowest emission rate possible;

s. "Screening Value" shall mean the highest emission level that is recorded at each piece of Covered Equipment subject to this Decree as it is monitored in compliance with Method 21;

t. "Section" shall mean a portion of this Decree identified by a roman numeral;

u. "Total Annual Benzene Quantity" or "TAB" shall mean the sum of the annual benzene quantity for each waste stream at the facility that has a flow-weighted annual average water content greater than 10 percent or that is mixed with water, or other wastes, at any time and the mixture has an annual average water content greater than 10 percent;

v. "United States" shall mean the United States of America, acting on behalf of EPA; and

w. "Waste Stream" means the waste generated by a particular process unit, product tank, or waste management unit. The characteristics of the Waste Stream (e.g., flow rate, benzene concentration, water content) are determined at the point of waste generation. Examples of a waste stream include process wastewater, decanter tank tar sludge, process residues from the recovery of coal tar, collecting sump residues, sludge and slop oil removed from waste management units, and landfill leachate.

IV. CIVIL PENALTY

8. Within 30 Days after the Effective Date of this Decree, ECC shall pay to the United States the sum of $ 500,000, as a civil penalty, together with interest accruing from the date on which the Decree is lodged with the Court, at the rate specified in 28 U.S.C. §1961 as of the Date of Lodging.

9. ECC shall pay the civil penalty due to the United States by Fed Wire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to ECC, following entry of the Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Western District of Pennsylvania. At the time of payment, ECC shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Decree in *United States v. Erie Coke Corporation*, and shall reference the civil action number and DOJ case number 90-5-2-1-09614/1, to the United States in accordance with Section XIV of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive

Cincinnati, Ohio 45268.

10. Upon the Effective Date, this Decree will constitute an enforceable judgment for purposes of post-judgment collection, in accordance with Rule 69 of the Federal Rules of Civil Procedure, the Federal Debt Collection Procedures Act, 28 U.S.C. § 3001 et seq., and any other applicable federal authority. The United States will be deemed a judgment creditor for purposes of collecting any unpaid amounts of the penalty and interest due pursuant to this Section, or any stipulated penalty owed pursuant to Section VIII (Stipulated Penalties) of this Decree.

11. ECC shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal, state or local income tax.

V. COMPLIANCE REQUIREMENTS

12. ECC shall comply with all practices, standards and limits contained in all applicable permits issued for the Facility pursuant to the CAA and with all applicable requirements in the following regulations:

a. The "National Emission Standard for Benzene Emissions from Coke By-Product Recovery Plants," 40 C.F.R. Part 61, Subpart L, §§ 61.130 – 61.139;

b. The "National Emission Standard for Equipment Leaks (Fugitive Emission Sources)," 40 C.F.R. Part 61, Subpart V, § 61.240 et seq.; and

c. The "National Emission Standard for Benzene Waste Operations," 40 C.F.R. Part 61, Subpart FF, § 61.340 et seq. ("BWON").

To the extent that ECC is not currently in compliance with the above regulations, ECC shall comply with the provisions of this Section V and ECC's compliance with the provisions of this

Section V shall be deemed compliance with the applicable requirement(s) of the above regulations for purposes of this Decree.

13. ECC shall undertake the following measures to minimize benzene emissions at the Facility:

a. Within 90 Days from the Effective Date, ECC shall submit to EPA a list of at least 3 independent contractors, and examples of BWON audits done by each contractor at refineries, chemical plants, and/or coke by product facilities, for the purpose of conducting a BWON audit and a Subpart L audit at the Facility. EPA will approve or disapprove contractor(s) from the list of contractors submitted by ECC to conduct this independent third party audit, in accordance with Section VI (Review and Approval of Submittals). ECC shall select one approved contractor for both the BWON audit and the Subpart L audit.

b. One-Time Review and Verification of Erie Coke's Total Annual Benzene Quantity and Compliance with the BWON and Subpart L ("Phase One"). By no later than 9 months after EPA's approval of the contractor pursuant to Paragraph 13(a), ECC shall complete a written review and verification of the Erie Coke Facility's TAB, and a written review and verification of the Facility's compliance with the BWON and Subpart L ("Audit"). ECC's review and verification process shall include:

i. an identification of each Waste Stream that is required to be included in the TAB. For each Waste Stream that is not included in the TAB due to the effect of the provisions of 40 C.F.R. §61.355 (b)(2), ECC must provide a description of the process unit (name and function) and each control, monitoring, and recordkeeping requirement on that process unit used to maintain compliance with Subpart L;

ii. a review and identification of the calculations and/or measurements used to determine the flows of each benzene Waste Stream for the purpose of ensuring the accuracy of the annual waste quantity for each benzene Waste Stream subject to 40 C.F.R. Part 61, Subpart FF;

iii. an identification of the annual average benzene concentration in each Waste Stream, including sampling for benzene concentration at no less than 10 Waste Streams consistent with the requirements of 40 C.F.R. §61.355(c)(1) and (3); provided however, that previous analytical data or documented knowledge of Waste Streams may be used, 40 C.F.R. §61.355(c)(2), for streams not sampled;

iv. a list identifying all applicable sources onsite and identifying which applicable sources are subject to control requirements under Subpart L, controls installed, monitoring, and recordkeeping requirements associated with the applicable sources and control system. Applicable sources should include the name of the unit and the process function (e.g., Tar decanter: separate tar from flushing liquor);

1) For all control devices, list any applicable parametric monitoring requirements and associated performance tests.

2) Provide a list identifying any bypass lines and steps taken to ensure that bypass lines are not used to divert benzene streams from control devices.

v. a review and update of the plant diagram (Appendix A), as required under 40 C.F.R. §61.138(a), for current plant operations;

vi. a review and, if required, update of ECC's no detectable emissions monitoring and leak detection requirements under Subpart L. Provide a current list of all components that require monitoring, benzene concentrations, monitoring frequency requirements, and leak definition levels. Also include any additional pieces of Covered Equipment identified as being subject to Subpart L discovered as part of the Audit; and

vii. an identification of any existing noncompliance with the requirements of Subparts L and FF.

c. By no later than thirty (30) Days following the completion of Phase One of the review and verification process, subparagraph 13.b. above, ECC shall submit a Final BWON and Subpart L Compliance Review and Verification Report that sets forth in full and certifies the results of 13.b above and which shall be reviewed and approved in accordance with Section VI of this Decree (Review and Approval of Submittals).

d. Phase Two of the Review and Verification Process. Based on EPA's review of the Final BWON and Subpart L Compliance Review and Verification Report(s), in accord with 13.c above, by no later than the sixtieth (60^{th}) Day after EPA's receipt of the Final BWON and Subpart L Compliance Review and Verification Report, EPA may identify up to 5 additional Waste Streams for sampling for benzene concentration. ECC shall conduct the required sampling under representative conditions and submit the results to EPA within sixty (60) Days of receipt of EPA's written request. ECC shall use the results of this additional sampling to recalculate the TAB and the uncontrolled benzene quantity and to amend the Final BWON and Subpart L Compliance Review and Verification Report, as needed. To the extent that EPA requires ECC to re-sample any Waste Stream previously sampled by ECC, ECC may average the results of such sampling events. ECC shall submit an Amended Final BWON and Subpart L BWON Compliance Review and Verification Report within ninety (90) Days following the date of the completion of any Phase Two sampling, if Phase Two sampling is required by EPA. The Amended Final BWON and Subpart L Compliance Review and Verification Report shall be reviewed and approved in accordance with Section VI of this Consent Decree (Review and Approval of Submittals).

e. Implementation of Actions Necessary to Correct Non-Compliance or to Come Into Compliance.

i. Amended TAB Reports. If the results of the BWON and Subpart L Compliance Review and Verification Report(s) indicate(s) that

TAB reports required by 40 C.F.R. §61.357(c) have not been filed by ECC or are inaccurate and/or do not satisfy the requirements of Subpart FF, ECC shall submit, by no later than sixty (60) Days after completion of EPA's review of the Amended Final BWON and Subpart L Compliance Review and Verification Report(s), an amended TAB report to EPA, which shall be reviewed and approved in accordance with Section VI of this Consent Decree (Review and Approval of Submittals).

ii. Submittal of Compliance Plans. If the results of the Final or, if required by EPA, the Amended Final BWON and Subpart L Compliance Review and Verification Report indicate that the TABs exceed 10 megagrams (Mg/yr), ECC shall submit to the EPA, by no later than 60 Days after completion of EPA's review of the Final or, if required by EPA, the Amended Final BWON and Subpart L Compliance Review and Verification Report, a plan that identifies with specificity the compliance strategy and schedule that ECC will implement to ensure compliance with Subpart FF. This plan shall be reviewed and approved in accordance with Section VI of this Decree (Review and Approval of Submittals).

iii. If the results of the Final or, if required by EPA, the Amended Final BWON and Subpart L Compliance Review and Verification Report, indicate any existing non-compliance with other requirements under the BWON and Subpart L, ECC shall submit to

EPA, by no later than 180 Days after completion of the Final BWON and Subpart L Compliance Review and Verification Report or, if required by EPA, the Amended Final BWON and Subpart L Compliance Review and Verification Report, whichever first indicates the non-compliance, a plan that identifies with specificity the compliance strategy and schedule that ECC will implement to achieve compliance with the BWON and Subpart L.

f. [Intentionally blank.]

g. Annual Program. Within one year of the Effective Date, ECC shall establish or modify its written management of change (MOC) procedures to provide for an annual review of process information to ensure that all new process units and benzene waste streams are included in its Waste Stream inventory and are in compliance with requirements of Subparts L and FF. ECC shall conduct such reviews on an annual basis until TAB calculations are less than 1 Mg/yr.

h. Training.

i. Prior to collecting any benzene waste samples, ECC shall develop an annual (i.e., once each calendar year) training program for employees asked to draw benzene waste samples, which shall be reviewed and approved in accordance with Section VI of this Decree (Review and Approval of Submittals).

ii. If, at any time prior to termination of this Decree, the TAB calculated under this Paragraph 13 equals or exceeds 10 Mg/yr, ECC shall complete the development of standard operating procedures for all control devices used to comply with Subpart FF within ninety (90) Days of such calculation.

iii. All non-contractor personnel newly-assigned to monitoring for no detectable emissions or leak detection and repair requirements shall be trained prior to beginning such work.

iv. All non-contractor personnel assigned to no detectable emissions or leak detection monitoring and/or repair responsibilities shall complete the annual training developed in accordance with Paragraph h.i above.

i. Benzene Waste Operations Sampling Plans: General. Within 270 Days of the Effective Date of this Decree, ECC will submit for approval benzene waste operations sampling plans designed to describe any sampling of benzene Waste Streams that ECC will utilize to estimate TAB quantities.

j. Benzene Waste Operations Sampling Plans: Content Requirements.

i. If the TAB calculated in Paragraphs 13.c or 13.d above is less than 10 Mg/yr, but greater than 1 Mg/yr, the sampling plan will identify:

1) each Waste Stream that has contributed 0.05 Mg/yr or more at the point of generation to the previous year's TAB calculations; and

2) the proposed End-of-Line (EOL) sampling locations and methods for flow calculations to project TAB calculations.

The sampling plan will require ECC to take, and have analyzed, semi-annually (for the first two years), at least three representative samples from each sampling location identified contributing 0.05 Mg/yr, and an annual plan to sample at least 3 representative samples from other Waste Stream sample locations.

ii. Within 90 Days of ECC's reporting a TAB equal to or exceeding 10 Mg/yr, a revised sampling plan will be submitted which will identify:

1) each uncontrolled Waste Stream that contains greater than 0.05 Mg/yr of benzene at the point of generation; and

2) the proposed End-of-Line (EOL) sampling locations and methods for flow calculations to project uncontrolled benzene quantities.

The sampling plan will require ECC to take, and have analyzed, semi-annually (in the first two years), at least three representative samples from the Waste Streams and sampling locations identified above.

k. Benzene Waste Operations Sampling Plans: Timing for Implementation. ECC will implement the sampling required under the applicable sampling plan in Paragraph 13.j.i or ii during the first six months after ECC submits the plan. ECC will continue to implement the applicable sampling plan semi-annually for the first two years. Thereafter, ECC will continue to implement the applicable sampling plan annually (i) unless and until EPA disapproves the plan in writing;

(ii) unless and until ECC modifies the plan, with EPA's approval; or (iii) the TAB calculation demonstrates that annual total benzene emissions are less than 1.0 Mg/yr.

l. Benzene Waste Operations Sampling Plans: Changes in Processes, Operations, or Other Factors. If changes in processes, operations, or other factors indicate that an applicable sampling plan may no longer provide an accurate basis for estimating the semi-annual or annual TABs, then by no later than ninety (90) Days after ECC determines that the plan no longer provides an accurate measure, ECC will submit a revised plan for EPA approval, in accordance with Section VI (Review and Approval of Submittals). In the first full six months after submitting the revised plan, ECC will implement the revised plan. ECC will continue to implement the revised plan semi-annually for the first two years. Thereafter, ECC will continue to implement the applicable sampling plan annually (i) unless and until EPA disapproves the revised plan in writing; (ii) unless and until ECC modifies the plan, with EPA's approval; or (iii) the TAB calculation demonstrates that annual total benzene emissions are less than 1.0 Mg/yr.

m. Requests for Modifications to the Sampling Frequency. After two (2) years of implementing a semi-annual sampling plan, ECC may submit a request to EPA for approval, to reduce its sampling frequency. EPA will not unreasonably withhold its consent. ECC will not implement any proposed revisions under this Subparagraph until EPA provides its approval.

n. Semiannual and Annual Estimations of TABs and Uncontrolled Benzene Quantities. At the end of the first 270 days (for the first year) and based on sampling results and approved flow calculations, ECC will calculate a semi-annual projected annual:

i. TAB if the calculated TAB was less than 10 Mg/yr; or

ii. uncontrolled benzene quantity if the TAB was greater than or equal to 10 Mg/yr.

In making these calculations, ECC will use the average of the samples collected during the first six months (for the first year) at each sampling location. ECC will submit these sampling results and flow calculations to EPA within 15 days of the end of the first six months (for the first year), in accordance with Section VI (Review and Approval of Submittals)

14. Enhanced Leak Detection and Repair Program ("ELP"). The requirements of this ELP shall apply to all Covered Equipment at the Facility for a period of 3 years from the Effective Date. The requirements of this ELP are in addition to, and not in lieu of, the requirements of any other LDAR regulation that may be applicable to any Covered Equipment.

a. Facility-Wide LDAR Document. By no later than 180 Days after the Effective Date, ECC shall develop a facility-wide document that describes the following components. ECC shall review this LDAR document on an annual basis and update it by no later than December 31 of each year.

i. the facility-wide LDAR program (e.g., applicability of regulations to process units and/or specific equipment, leak definitions, and monitoring frequencies);

ii. a management of change ("MOC") tracking program that ensures that new pieces of equipment added to the Facility for any reason and which are subject to Method 21 monitoring are integrated into the LDAR program and that pieces of equipment that are taken out of service are removed from the LDAR program;

iii. the roles and responsibilities of all employee and contractor personnel assigned to LDAR functions at the Facility;

iv. how ECC will ensure that a minimum of 2 employees are qualified and available to perform LDAR and Method 21 duties; and

v. how ECC plans to implement this ELP.

b. Monitoring Frequency and Equipment.

i. Beginning no later than the Effective Date, ECC shall comply with the periodic monitoring frequencies identified in Subparagraph 14.c.i, Table 1, unless more frequent monitoring is required by applicable federal or state laws or regulations, or the relevant piece of Covered Equipment has been permanently shut down.

ii. If the closure device is a valve, monitoring of the valve will be done per the valve schedule, but if the valve or line is open to the atmosphere, monitoring on the open end shall be done per the Open-Ended Lines ("OELs") schedule.

iii. Beginning on the Date of Lodging, ECC shall comply with Method 21 in performing LDAR monitoring, using a Thermo TVA-1000 or an equivalent instrument. Simultaneously, ECC shall use a recording data logger (or an equivalent instrument) to record the values detected at each piece of Covered Equipment during each monitoring session. These electronically logged values will provide back-up data to both the time-period of the session, and the values recorded by LDAR Personnel on component diagrams. The technician will record their name and the beginning and ending date and time on each component diagram. ECC shall transfer the electronic monitoring data to a database on at least a weekly basis during monitoring periods for recordkeeping purposes. If, during monitoring in the field, a piece of Covered Equipment is discovered that is not listed on the component diagram, ECC will monitor the piece of Covered Equipment and record, by any means available, the Screening Value, the date and time of the Screening Value, and the name of the technician. ECC will also perform an MOC to add the piece of Covered Equipment.

c. Leak Detection and Repair Action Levels

i. Beginning no later than the Effective Date, for all leaks from Covered Equipment detected at or above the leak definitions listed in Table 1 for the specific equipment type, ECC shall perform repairs in accordance with the procedures identified in Subparagraph 14.d. below.

Table 1: Monitoring Frequency and Lower Leak Definitions by Equipment Type

Equipment Type	Monitoring Frequency	Lower Leak Definitions (parts per million)	Comparative Monitoring Frequency (years)
Valves	Semi-annual	500	2
Connectors	Semi-annual	500	2
Pumps	Monthly	500	1
Exhauster	Monthly	500	1
OELs (at the Closure Device)	Semi-annual	500	2
Sumps/vessels	Monthly	500	1
Closed Vent System	Semi-annual	500	2

ii. For all Covered Equipment, at any time, including periods between required periodic monitoring, that evidence of a potential leak is detected through audio, visual, or olfactory sensing, ECC shall comply with all applicable LDAR regulations as if repair is required pursuant to Subparagraph 14.d. below.

d. Repairs

i. By no later than 5 Days after detecting a leak in any Covered Equipment above the applicable lower leak definition in Table 1, ECC shall perform a first attempt at repair. By no later than 15 Days after detection, ECC shall perform a final attempt at repair, or place the piece of Covered Equipment on the Delay of Repair ("DOR") list.

ii. ECC shall perform monthly Repair Verification Monitoring for 2 consecutive months after the repairs under this Subparagraph 14.d.i are completed.

iii. Drill and Tap for Valves (other than Control Valves).

1) When repair attempts for defined leaking valves (other than control valves) have failed to reduce emissions to the applicable lower leak definition, and ECC cannot remove such valve from service, ECC shall attempt at least one drill-and-tap packing repair (with a second injection of an appropriate sealing material if the first injection is unsuccessful at addressing the leak) before placing the valve on the DOR list.

2) Drill-and-tap packing repair is not required when there is a major safety, mechanical, product quality, or environmental issue with repairing the valve using the drill-and-tap method, in which case ECC shall document the reason(s) why any drill-and-tap attempt was not performed prior to placing any valve on the DOR list.

3) If a drill-and-tap packing repair attempt can reasonably be completed within the 15 Day repair period, ECC shall complete the drill-and-tap repair attempt in that time period. If a drill-and-tap attempt cannot reasonably occur within the 15 Day repair period (*e.g.*, if ECC's drill-and-tap

contractor is not local and must mobilize to the Facility), ECC may provisionally place the valve on the DOR list, pending the drill-and-tap repair attempt as expeditiously as practical. In no event (other than as provided in Subparagraph 14.d.ii.) may ECC take more than 30 Days from the initial monitoring to attempt a drill-and-tap repair. If drill-and-tap is successful, the valve shall be removed from the provisional DOR list.

4) ECC shall record the following information for each leak:

(A) the date of all repair attempts;

(B) the repair methods used during each repair attempt;

(C) the date, time and Screening Values for all re-monitoring events; and, if applicable,

(D) documentation of compliance with Subparagraph 14.d.iii of this Decree for Covered Equipment placed on the DOR list.

5) Nothing in Subparagraphs 14.d.i through iii is intended to prevent ECC from taking a leaking piece of Covered Equipment out of service. However, prior to placing the leaking piece of Covered Equipment back in service, ECC must repair the leak or must comply with the requirements in Subparagraph 14.e. below to place the piece of Covered Equipment on the DOR list.

e. Delay of Repair

Beginning no later than the Effective Date, for all Covered Equipment placed on the DOR list, ECC shall:

i. Require sign-off from a General Foreman or person of higher authority that the piece of Covered Equipment is technically infeasible to repair without a process unit shutdown; and

ii. Undertake at least quarterly monitoring of the Covered Equipment placed on the DOR list, or at the frequency required for other pieces of Covered Equipment of that type.

f. MOC

ECC shall ensure that each type of equipment listed in Subparagraph 14.c.i., Table 1, added to the Covered Process Units for any reason, is evaluated to determine if it is subject to LDAR requirements. ECC shall also ensure that each type of equipment listed in Subparagraph 14.c.i., Table 1, that was subject to the LDAR program is deleted from the LDAR program if it is physically removed from a Covered Process Unit. This evaluation shall be a part of ECC's MOC protocol.

g. Training

By no later than 6 months after the Effective Date, ECC shall develop a training protocol (or, as applicable, require its contractor to develop a training protocol for the contractor's employees) and shall ensure that all

LDAR Personnel conducting Method 21 monitoring have completed training on all aspects of LDAR, including this ELP, that are relevant to the person's duties. Once per calendar year, starting in the calendar year after completion of initial training, ECC shall ensure that refresher training is performed with respect to each employee or contractor; provided, however, that refresher training is not required if an individual's employment at the Facility ceases prior to the end of the calendar year or no longer involves duties relevant to LDAR. ECC shall also ensure (or, as applicable, require its contractor to ensure for the contractor's employees) that new LDAR Personnel conducting Method 21 monitoring are sufficiently trained prior to any involvement (other than supervised involvement for purposes of training) in the LDAR program.

h. Quality Assurance ("QA")/Quality Control ("QC").

i. Certification by Monitoring Technicians. Beginning no later than the Effective Date, on each Day that monitoring occurs, at the end of such monitoring, ECC shall ensure that each monitoring technician certifies that the data collected accurately represent the monitoring performed for that day by requiring the monitoring technician to sign a form that includes the following certification: "On [insert date], I reviewed the monitoring data that I collected today and to the best of my knowledge and belief, the data accurately represent the monitoring that I performed today."

ii. By no later than 3 months after the Effective Date, and at least once during every 6 month period thereafter, at times that are not announced to the LDAR monitoring technicians, an independent auditor shall undertake the following:

1) Verify that equipment was monitored at the appropriate frequency;

2) Verify that each Covered Equipment in benzene service is clearly identified (i.e. tagged) and tagging is properly maintained.

3) Verify that proper documentation and sign-offs have been recorded for all Covered Equipment placed on the DOR list;

4) Ensure that repairs have been performed in the required periods;

5) Review monitoring data and equipment counts for feasibility and unusual trends;

6) Verify that proper calibration records and monitoring instrument maintenance information are maintained;

7) Verify that other LDAR program records are maintained as required; and

8) Observe in the field each LDAR monitoring technician who is conducting leak detection monitoring to ensure that monitoring is being conducted as required. For this

purpose, ECC shall provide a leak detection monitoring schedule to the independent auditor at the beginning of each 6 month period, for the duration of the ELP under this Decree.

iii. ECC shall promptly correct any deficiencies detected or observed. ECC shall maintain a log that: (1) records the date and time that the reviews, verifications, and observations required by this Subparagraph are undertaken; and (2) describes the nature and timing of any corrective actions taken.

i. LDAR Audits and Corrective Action

i. LDAR Audit Schedule. ECC's contractor, approved pursuant to Paragraph 13.a, shall conduct an initial independent third party audit by no later than 180 Days after the Effective Date, and once every 2 years thereafter. For each subsequent LDAR audit, the LDAR Audit Completion Date shall occur within the same calendar quarter (of the subsequent year) that the first LDAR Audit Completion Date occurred.

Each LDAR audit shall include:

1) reviewing compliance with all applicable LDAR regulations, including LDAR requirements related to equipment listed in Subparagraph 14.c.i., Table 1;

2) reviewing and/or verifying, as applicable, the same items that are required to be reviewed and/or verified in

Subparagraph 14.h.i. through ii.;

3) reviewing whether any pieces of equipment that are required to be in the LDAR program are not included; and

4) "comparative monitoring," as described in Subparagraph 14.i.ii of this Decree, is being properly followed.

LDAR audits after the first audit also shall include reviewing the Facility's compliance with this ELP.

ii. Comparative Monitoring. Comparative monitoring during LDAR audits shall be undertaken as follows:

1) Calculating a Comparative Monitoring Audit Leak Definition Percentage. Covered Equipment shall be monitored in order to calculate a leak percentage, broken down by equipment type (*i.e.,* valves, pumps, connectors, and OELCDs). For descriptive purposes under this Section, the monitoring that takes place during the audit shall be called "Comparative Monitoring" and the leak percentages derived from the comparative monitoring shall be called the "Comparative Monitoring Audit Leak Percentages." In undertaking Comparative Monitoring, ECC shall not be required to monitor every component on the Covered Equipment component list.

2) Calculating the Historic, Average Leak Percentage from Prior Periodic Monitoring Events. The average leak

percentage from prior periodic monitoring events broken down by equipment type, as listed in Subparagraph 14.c.i., Table 1, shall be calculated per its listed frequency.

3) Calculating the Comparative Monitoring Leak Ratio. For each type of Covered Equipment, the ratio of the Comparative Monitoring Audit Leak Percentage from Subparagraph 14.i.ii (1) above to the Historic, Average Leak Percentage (if greater than zero) from Subparagraph 14.i.ii. (2) above shall be calculated. This ratio shall be called the "Comparative Monitoring Leak Ratio." For statistical purposes in this calculation, if the Historic Average Leak Percentage is "zero," it shall be assumed (for purposes of this calculation but not for any other purpose under this Decree or under any applicable laws and regulations) that one leaking piece of equipment was found in the process unit through routine monitoring during the 12-month period before the Comparative Monitoring.

4) For the first LDAR audit only, ECC shall not be required to undertake comparative monitoring on OELCDs or calculate a Comparative Monitoring Leak Ratio for OELCDs because of the unavailability of Historic, Average leak percentages for OELCDs.

5) When More Frequent Periodic Monitoring is Required. If a Comparative Monitoring Audit Leak Percentage calculated pursuant to Subparagraph 14.i.ii (1) above of this Decree triggers a more frequent monitoring schedule under any applicable federal or state law or regulation than the frequencies listed in Subparagraph 14.c.i., Table 1, of this Decree, ECC shall monitor the affected type of Covered Equipment at the greater frequency unless and until less frequent monitoring is again allowed under the specific federal or state law or regulation. At no time may ECC monitor at intervals less frequently than those listed in Subparagraph 14.c.i. of Table 1.

j. Corrective Action Plan ("CAP")

i. By no later than 30 Days after each LDAR Audit Completion Date, ECC shall develop and submit to EPA, in accordance with Section VI of this Decree (Review and Approval of Submittals), together with a certification of the completion of each item of corrective action, a preliminary Corrective Action Plan if:

(1) the results of an LDAR audit identify any deficiencies; or

(2) a Comparative Monitoring Leak Ratio calculated pursuant to Subparagraph 14.i.ii.3 of this Decree is 3.0 or higher *and* the Comparative Monitoring Audit Leak Percentage

calculated pursuant to Subparagraph 14.i.ii.1 of this Decree is greater than or equal to 1.0 percent.

ii. The preliminary CAP shall describe the actions that ECC has taken or that ECC will take to address: (1) the deficiencies and/or (2) the causes of a Comparative Monitoring Leak Ratio that is 3.0 or higher (but only if the Comparative Monitoring Audit Leak Percentage is at or above 1.0 percent). ECC shall include a schedule by which actions that have not yet been completed shall be completed. ECC shall promptly complete each corrective action item with the goal of completing each action by no later than 3 months after the LDAR Audit Completion Date. If any action is not completed or is not expected to be completed within 3 months after the LDAR Audit Completion Date, ECC shall explain the reasons and propose a schedule for prompt completion in the final CAP to be submitted under Subparagraph 14.j.iiiof this Decree.

iii. Submission of the Final CAP to EPA. If one is necessary, ECC shall submit the final CAP to EPA within 45 days of EPA's disapproval of the preliminary CAP, in accordance with Section VI of this Decree (Review and Approval of Submittals), together with a certification of the completion of each item of corrective action. If any action is not completed within 3 months after the LDAR Audit Completion Date, ECC shall explain the reasons, together with a proposed schedule for prompt completion. ECC shall submit a supplemental certification of completion by no later than 1 month after completing all actions.

iv. EPA Comments on CAP. EPA may submit comments on both the preliminary CAP and the final CAP, in accordance with Section VI of this Decree (Review and Approval of Submittals). Except for good cause, EPA may not request ECC to modify any action within the CAP that has already been completed or that is in progress at the time of the comments. By no later than 1 month after receipt of any comments, ECC shall submit a reply to such comments. Disputes arising with respect to any aspect of a CAP shall be resolved in accordance with the dispute resolution provisions of this Decree.

k. Certification of Compliance

i. By no later than 180 Days after the initial LDAR Audit Completion Date, ECC shall certify to EPA that, to the signer's best knowledge and belief, to be formed after reasonable inquiry, ECC:

1) is in compliance with all applicable LDAR regulations and this ELP;

2) has completed all corrective actions, if applicable, or is in the process of completing all corrective actions pursuant to a CAP; and

3) has identified all equipment at the Facility that is regulated under Subparts L and V, and has included all such equipment in the Facility's LDAR program.

ii. To the extent that ECC cannot make the certification in all respects, it shall specifically identify any deviations from items (1) through (3), above

l. Recordkeeping

Subject to Paragraphs 60 and 61, below, ECC shall keep, for a period of at least 5 years, all records required by this ELP, including each LDAR audit report, to document compliance with the requirements of this ELP. Upon request by EPA, ECC shall make all such records available and shall provide, in electronic format if so requested, all LDAR monitoring data generated.

m. Reporting Requirements

i. LDAR Compliance Status Reports. ECC shall submit the following information to EPA in accordance with the schedule set forth in Section VII (Reporting Requirements) of this Decree, in the manner set forth in Section XIV (Notices) of this Decree:

1) The number of ECC LDAR personnel at the Facility (excluding personnel whose functions involve the non-monitoring aspects of repairing leaks) and the approximate percentage of time each such person dedicated to performing his/her LDAR functions;

2) An identification and description of any non-compliance with the requirements in this Paragraph;

3) An identification of any problems encountered in complying with the requirements in this Paragraph 14;

4) A description of any training done;

5) Any deviations identified in the QA/QC performed, as well as any corrective actions taken;

6) A summary of any LDAR audit results received during the reporting period, including the specific identification of all deficiencies; and

7) The status of all actions under any CAP that was submitted during the reporting period, unless the CAP was submitted less than one month before the compliance status report.

ii. Each report submitted shall be signed by the plant manager or by an officer of ECC, and shall include the following certification:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

15. Absorber/Thionizer

a. ECC shall submit to EPA no later than 180 days after the Effective Date a plan that identifies with specificity the control strategy for the thionizer/absorber unit at the Facility. The control strategy will include either a fixed cover with no detectable emissions more than 500 ppm above a background concentration per 40 C.F.R. § 61.132, or a fixed cover routing emissions through a closed vent system with no detectable emissions to a control device with at least 98% control efficiency. Other control strategies may be proposed by ECC that minimize emissions to the same or greater extent than proposed controls. The plan submitted pursuant to this Paragraph shall be subject to the approval of, disapproval of, or modification by EPA in accordance with the provisions of Section VI. Disputes arising under this Paragraph shall be resolved in accordance with the dispute resolution provisions of this Decree.

b. ECC shall perform pre- and post-control sampling and testing at the thionizer column to determine emissions of hazardous air pollutants, as defined at 42 U.S.C. § 7412(a)(6), under these scenarios. Within 60 Days of the Effective Date, ECC must submit a test protocol for approval to EPA and PADEP in advance of the test program. The testing must be completed within sixty (60) Days of the date on which ECC receives approval of the testing protocol from EPA and PADEP. The test report must be submitted to EPA and PADEP within sixty (60) Days of the completion of the test program. The test report must describe in detail: the equipment utilized, the testing procedures, any calibration information required by the test method, the test results (emission rates), the laboratory analysis, the field data sheets, any calculations performed, etc. The test report shall also include:

(i) a detailed schematic and explanation of the absorber/thionizer design and operation for removing sulfur from the coke oven gas in addition to a listing of all the gaseous exhaust streams from the equipment entering the ambient air, including a description of any test programs conducted to date for evaluating the pollutants emitted from the equipment and the amounts being emitted;

(ii) the parametric data for the routine operation of this equipment including the coke oven gas flow rate through the equipment, gas temperature, sulfur content before and after the use of this equipment, the scrubbing medium utilized, the concentration of the scrubbing medium and the flow rate of the scrubbing medium.

16. Additional Controls on Benzene Units.

a. ECC shall submit to EPA no later than 180 Days after the Effective Date a design plan to replace the cover on the West tar decanter. The cover shall be designed to operate with no detectable emissions.

b. ECC shall submit to EPA no later than 180 Days after the Effective Date a design plan to improve the general tightness of the tar sludge collection system of the tar decanters. This plan will require enclosure of the tar sludge collection system when not in use and ensure that no liquid is dripping when no sludge is being removed.

c. The plans submitted pursuant to this Paragraph shall be subject to the approval of, disapproval of, or modification by EPA in accordance with the provisions of Section VI. Disputes with EPA arising under this Paragraph shall be resolved in accordance with the dispute resolution provisions (Section XII) of this Decree.

d. WAL tanks. ECC and the United States disagree on the characterization of these tanks, which are identified as "Liquor Storage Tanks" on diagram E-BP-Tar in Appendix A. The United States contends that these tanks are tar decanters under 40 C.F.R. 61.131, which is a characterization that ECC disputes. ECC contends that these tanks are Weak Ammonia Liquor tanks, which is a characterization that the United States disputes. Each party reserves the right to assert its position regarding the characterization of these tanks in the event of any enforcement action, other than to enforce ECC's obligations in this subparagraph under this Consent Decree. With respect to these two tanks, within 150 Days of the Effective Date, ECC shall conduct Method 21 monitoring ("Initial Monitoring") at each tank.

Such monitoring shall include the following locations, at a minimum: any drain or valve and the top of each tank. If the results of the Initial Monitoring demonstrate total hydrocarbon ("THC") emissions greater than 500 ppm above background concentration at any location, ECC shall have 30 Days to attempt to manually seal the unit (caulk, fixing holes, etc.) and shall then conduct Method 21 monitoring ("Follow Up Monitoring") to evaluate whether such manual attempt was successful. The results of the Initial Monitoring and, if necessary, the Follow Up Monitoring, shall be submitted to EPA and PADEP within 15 Days of ECC's receipt of the results. If the Follow Up Monitoring demonstrates THC emissions greater than 500 ppm above background concentration, ECC shall, within 60 Days, submit a plan to EPA and PADEP for operating the tank or tanks under negative pressure. If either the Initial Monitoring or the Follow Up Monitoring demonstrate that THC emissions at each location monitored do not exceed 500 ppm above background concentration, ECC shall continue to schedule Method 21 monitoring of the tanks on an annual basis in accordance with 40C.F.R. 61.132(c). Nothing in this subparagraph shall beconstrued to require ECC to fully enclose any tank if the results of either the Initial Monitoring or the Follow Up Monitoring demonstrate that THC emissions do not exceed 500 ppm above background concentration at the top of that tank.

17. Update of Annual Emission Statements

a. ECC shall submit an updated 2015 Emission Inventory Statement ("2015 EIS Update") to EPA on or before November 1, 2016. Within 60 Days of receipt of the 2015 EIS Update, EPA shall advise ECC of any deficiencies in the 2015 EIS. If no deficiencies are identified by EPA, ECC shall use the 2015 EIS as the basis for the submittal of updated Emissions Inventory Statements to EPA for the 2013 and 2014 calendar years. Such updated Emissions Inventory Statements shall be submitted to EPA within 120 Days of ECC's submission of the 2015 EIS to EPA, unless EPA has identified deficiencies in the 2015 EIS. If EPA has identified deficiencies in the inventory of on-site sources or in the method of calculating emissions from any on-site sources, ECC shall correct such deficiencies within 60 Days and resubmit the corrected 2015 EIS, and submit updated Emissions Inventory Statements for calendar years 2013 and 2014 within 60 Days thereafter, unless ECC invokes the Dispute Resolution provisions of Section X. If applicable and required, ECC shall also submit updated Toxics Release Inventory Section 313 reports for the last three calendar years.

b. ECC's emission inventory statement updates will include:

i. A complete inventory of sources on-site (including all process equipment (coke ovens, coke byproduct process units, sumps, tanks, water seal on gas holder, control devices, etc.)

ii. A plan on how emissions have been or will be estimated from each source (i.e. source testing, correlation equations, AP-42 factors, engineering calculation estimates, mass balances, etc).

18. Incorporation of Consent Decree Requirements in Federally Enforceable Permits.

a. Where any compliance obligation under this Section V requires ECC to obtain a federal, state, or local permit or approval, ECC shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. ECC may seek relief under the provisions of Section IX of this Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if ECC has submitted timely and complete applications, and has taken all other actions necessary to obtain all such permits or approvals. For purposes of this Section V, a timely application shall be an application which is submitted to the federal, state or local authorities on or before the date specified in this Section for submitting any plan or report to EPA.

b. No later than 90 days after the Effective Date, ECC shall apply for a modification to its Title V Permit to incorporate all applicable requirements contained in the regulations listed in Paragraph 12, and the requirements in:

Paragraph 16 (Additional Controls on Benzene Units).

VI. REVIEW AND APPROVAL OF SUBMITTALS

19. After review of any plan, report, or other document that is required to be submitted by ECC to EPA pursuant to this Decree, EPA shall, in writing:

a. approve the submission;

b. approve the submission upon specified conditions;

c. approve part of the submission, and disapprove the remainder, with detailed comments explaining the basis for the disapproval; or

d. disapprove the entire submission, with detailed comments explaining the basis for the disapproval.

20. If the submission is approved, ECC shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally-approved, or approved only in part, ECC shall, upon written direction of EPA, take all actions required by the approved portions of the plan, report, or other document that EPA determines are technically severable from any disapproved portions, subject to ECC's right to dispute only the specified conditions, the disapproved portions, or the severability of approved portions, under Section X (Dispute Resolution) of this Decree.

21. If the submission is disapproved in whole or in part, ECC shall, subject to its right to dispute the disapproved portions pursuant to Section X (Dispute Resolution), within 45 Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other document, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved, in whole or in part, ECC shall proceed in accordance with Paragraph 20.

22. Any stipulated penalties applicable to the original submission, as provided in

Section VIII (Stipulated Penalties) of this Decree, shall accrue during the 45 Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided, that, if the original submission was so deficient as to constitute a material breach of ECC's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

23. If a resubmitted plan, report, or other document, or portion thereof, is disapproved in whole or in part, EPA may again require ECC to correct any deficiencies, in accordance with Paragraphs 21 and 22, or may itself correct any deficiencies, subject to ECC's right to invoke dispute resolution under Section X (Dispute Resolution) and the right of EPA to seek stipulated penalties as provided in Section VIII (Stipulated Penalties).

VII. REPORTING REQUIREMENTS

24. ECC shall submit the following reports:

a. Within 30 Days after the end of each semi-annual period (i.e., by July 30 and January 30) after the Effective Date of this Decree for the first two years, and then annually thereafter, until termination of this Decree pursuant to Section XVIII below (Termination), ECC shall submit a report for the preceding semi-annual or annual period, as applicable, that shall include: the status of any construction or compliance measures; completion of milestones; problems encountered or anticipated in addressing any specific action required by this Decree, together with implemented or proposed solutions; status of permit applications, if any; and operation and maintenance issues or malfunctions, including a summary of representative operating conditions. The semi-annual or annual report shall also include the information required by Paragraph

14.m. and a description of any non-compliance with the requirements of this Decree and an explanation of the likely cause of any such violation and of the remedial steps taken, or to be taken, to prevent or minimize such violation.

b. If ECC violates any requirement of this Decree, ECC shall notify the United States of such violation, and its likely duration, in writing, within 15 Days of the Day ECC first becomes aware of the violation. Such notification is to include an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, ECC shall state so in the report. ECC shall investigate the cause of the violation, and shall then submit an amendment to the report, including a full explanation of the cause of the violation within 30 Days of the Day ECC becomes aware of the cause of the violation. Nothing in this Section VII above relieves ECC of its obligation to provide the notice required by Section IX below of this Decree (Force Majeure), if applicable.

25. Whenever any violation of this Decree or of any applicable permits or any other event affecting ECC's performance under this Decree may pose an immediate threat to the public health or welfare or the environment, ECC shall notify EPA and the State orally, or by electronic or facsimile transmission, as soon as possible, but no later than 24 hours after ECC first knew of the violation or event. This procedure is in addition to the other requirements set forth in Paragraph 24.

26. All reports shall be submitted to the persons designated in Section XIV below of this Decree (Notices).

27. Each report submitted by ECC under this Section VII shall be signed by the plant manager or by an officer of ECC and include the following certification:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergencies or similar instances where compliance would be impractical.

28. The reporting requirements of this Decree do not relieve ECC of any reporting obligations required by any federal, state, or local law, regulation, permit, or other requirement.

29. Any information provided pursuant to this Decree may be used by the United States in any proceeding to enforce the provisions of this Decree, and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

30. Subject to Section X (Dispute Resolution) of this Decree, ECC shall be liable for stipulated penalties to the United States for violations of this Decree, as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

31. Late Payment of Civil Penalty. If ECC fails to pay the civil penalty required to

be paid under Section IV of this Decree (Civil Penalty) when due, ECC shall pay a stipulated penalty of $5,000 per Day for each Day that such payment is late.

32. The following stipulated penalties shall accrue per Day for violation of the requirements identified in Paragraph 13 (Benzene Waste NESHAP TAB):

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th Day
$1,000	15th through 30th Day
$1,500	31st Day and beyond

33. Enhanced Leak Detection and Repair Requirements. The following stipulated penalties shall accrue for violation of the following LDAR requirements identified in Paragraph 14 of this Decree:

a. Failure to develop the facility-wide ELP document (Paragraph 14.a):

Penalty per Day	Period of Delay or Non-Compliance
$200	1st through 15th Day after deadline
$300	16th through 30th Day after deadline
$400	Beyond 30th Day after deadline

b. Failure to comply with frequency of monitoring requirements (Paragraph 14.c.i): $200 per piece of Covered Equipment per Day, up to $25,000 per month;

c. Failure to implement 500 ppm leak definitions (Paragraph 14.c.i): $300 per piece of Covered Equipment per Day, up to $20,000 per month;

d. Failure to complete final repairs within 15 Days (Paragraph 14.d.i) or place the piece of Covered Equipment on the Delay of Repair list: $500 per piece of Covered Equipment per Day, up to $37,500 per month;

e. Failure to perform required drill and tap:

Penalty per Valve per Day	Period of Delay or Non-Compliance
$400	1st through 15th Day after deadline in Paragraph 14.d.iii.(3)
$600	16th through 30th Day after deadline in Paragraph 14.d.iii.(3)
$800	Beyond 30th Day after deadline in Paragraph 14.d.iii.(3)

f. Failure to provide required training (Paragraph 14.g): $1,500 per month of noncompliance;

g. Failure to implement the requirements of a QA/QC program (Paragraph 14.h): $1,000 per event; and

h. Failure to timely submit initial audit or subsequent audit (Paragraph 14.i): $500 per Day.

34. Reporting Requirements. The following stipulated penalties shall accrue per Day for each violation of the requirements of Section VII (Reporting Requirements) of this Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th Day
$750	15th through 30th Day
$1,000	31st Day and beyond

35. The following stipulated penalties shall accrue per Day for violation of the requirements identified in Paragraph 15 (Absorber/Thionizer):

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th Day
$1,000	15th through 30th Day
$1,500	31st Day and beyond

36. The following stipulated penalties shall accrue per Day for violation of the requirements identified in Paragraph 16 (Additional Controls on Benzene Units):

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th Day
$1,000	15th through 30th Day
$1,500	31st Day and beyond

37. ECC shall pay stipulated penalties described herein to the United States, as directed in Section XIV (Notices), within 30 Days of a written demand.

38. Stipulated penalties under this Section VIII shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Decree.

39. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Decree.

40. Stipulated penalties shall continue to accrue as provided in Paragraph 38, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, ECC shall pay accrued penalties determined to be owing, together with interest at the rate specified in 28 U.S.C. § 1961, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, ECC shall pay all accrued penalties determined by the Court to be owing, together with interest at the rate specified in 28 U.S.C. § 1961, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph 40.c below.

c. If any Party appeals the District Court's decision, ECC shall pay all accrued penalties determined to be owing, together with interest at the rate specified in 28 U.S.C. § 1961, within 15 Days of receiving the final appellate court decision.

41. Upon the Effective Date of this Decree, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all violations of Section V (Compliance Requirements) of this Decree that have occurred between the Date of Lodging and the Effective Date, provided that the stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Decree is entered by the Court.

42. ECC shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by this Decree, except that the transmittal letter shall state that the payment is for stipulated penalties, and shall state for which violation(s) the penalties are being paid.

43. If ECC fails to pay stipulated penalties according to the terms of this Decree, ECC shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for ECC's failure to pay any stipulated penalties.

44. Subject to the provisions of Section XII of this Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for ECC's violation of this Decree or applicable law. Where a violation of this Decree is also a violation of federal law, ECC shall be allowed a credit for any stipulated penalties paid against any statutory penalties imposed for such violation.

IX. FORCE MAJEURE

45. A force majeure, for purposes of this Decree, is defined as any event arising from causes beyond the control of ECC, of any entity controlled by ECC, or of ECC's contractor, that delays or prevents the performance of any obligation under this Decree despite ECC's best efforts to fulfill the obligation. The requirement that ECC exercise best efforts to fulfill the obligations includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure does not include ECC's financial inability to perform any obligation under this Decree.

46. If any event occurs or has occurred that may delay the performance of any obligation under this Decree, whether or not caused by a force majeure event, ECC shall provide notice orally or by electronic or facsimile transmission to the United States, within 72 hours of

when ECC first knew that the event might cause a delay. Within 7 Days thereafter, ECC shall provide in writing to the United States an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; ECC's rationale for attributing such delay to a force majeure event; and a statement as to whether, in the opinion of ECC, such event may cause or contribute to an endangerment to public health, welfare or the environment. ECC shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude ECC from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. ECC shall be deemed to know of any circumstance of which ECC, any entity controlled by ECC, or ECC's contractors knew or should have known.

47. If the United States agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Decree that are affected by the force majeure event will be extended by the United States for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. The United States will notify ECC in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

48. If the United States does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the United States will notify ECC in writing of its decision.

49. If ECC elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 21 Days after receipt of the United States' notice. In any such proceeding, ECC shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that ECC complied with the requirements of Paragraph 46, above. If ECC carries this burden, the delay at issue shall be deemed not to be a violation by ECC of the affected obligation of this Decree.

X. DISPUTE RESOLUTION

50. Unless otherwise expressly provided for in this Decree, the dispute resolution procedures of this Section X shall be the exclusive mechanism to resolve disputes arising under or with respect to this Decree. ECC's failure to seek resolution of a dispute under this Section shall preclude ECC from raising any such issue as a defense to an action by the United States to enforce that obligation of ECC under this Decree.

51. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when ECC sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 21 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 21 Days after the

conclusion of the informal negotiation period, ECC invokes formal dispute resolution procedures as set forth below.

52. Formal Dispute Resolution. ECC shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting ECC's position and any supporting documentation relied upon by ECC.

53. The United States shall serve a Statement of Position within 45 Days of receipt of ECC's Statement of Position. Such Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. Such Statement of Position shall be binding on ECC, unless ECC files a motion for judicial review of the dispute in accordance with Paragraph 54.

54. ECC may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV of this Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of the United States' Statement of Position pursuant to Paragraph 53. The motion shall contain a written statement of ECC's position on the matter in dispute, including any supporting factual data, analysis, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Decree.

55. The United States shall respond to ECC's motion within the time period allowed by the Local Rules of this Court. ECC may file a reply memorandum, to the extent permitted by the Local Rules.

56. Standard of Review.

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Decree, in any dispute brought under Paragraph 51, ECC shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law or this Decree.

b. Other Disputes. Except as otherwise provided in this Decree, in any other dispute brought under Section X (Dispute Resolution), ECC shall bear the burden of demonstrating that its position complies with this Decree.

57. The invocation of dispute resolution procedures under this Section X shall not, by itself, extend, postpone, or affect in any way any obligation of ECC under this Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute as provided in accordance with Paragraph 40. If ECC does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

58. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into the Facility covered by this Decree, during all hours of operation, upon presentation of credentials, and subject to all applicable health and safety rules and protocols established by the ECC, to:

a. monitor the progress of activities required under this Decree, including, but not limited to, inspecting any equipment, practices and operations regulated under any permit or order;

b. verify any data or information submitted to the United States in accordance with the terms of this Decree;

c. obtain samples, and splits of any samples, taken by ECC or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess ECC's compliance with the specific requirements of this Decree.

59. Upon timely request, ECC shall provide EPA or its authorized representatives splits of any samples taken by ECC. Upon timely request, EPA shall provide ECC splits of any samples taken by EPA.

60. Until 5 years after the termination of this Decree, ECC shall retain and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors or agents possession or control, or that come into its or its contractors or agents possession or control, and that were generated, created or prepared to effectuate ECC's performance of its obligations under this Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, ECC shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

61. At the conclusion of the information-retention period provided in the preceding subparagraph, ECC shall notify the United States at least 90 Days prior to the destruction of any

documents, records, or other information subject to the requirements of Paragraph 60 and, upon request by the United States, ECC shall deliver any such documents, records, or other information to EPA. ECC may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If ECC asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by ECC. However, no documents, records, or other information created or generated by ECC pursuant to the requirements of this Decree shall be withheld on grounds of privilege.

62. ECC may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that ECC seeks to protect as CBI, ECC shall follow the procedures set forth in 40 C.F.R. Part 2.

63. This Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of ECC to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

64. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging. The United States reserve all legal and equitable remedies available to enforce the provisions of this Decree.

65. This Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under any laws or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 64. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, ECC's Facility, whether related to the violations addressed in this Decree or otherwise.

66. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Facility or ECC's alleged violations, ECC shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 64 of this Section.

67. This Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. ECC is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; ECC's compliance with this Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein.

68. This Decree does not limit or affect the rights of ECC or of the United States against any third parties not party to this Decree, nor does it limit the rights of third parties, not party to this Decree, against ECC's , except as otherwise provided by law.

69. This Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Decree.

XIII. COSTS

70. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due, but not paid by, ECC.

XIV. NOTICES

71. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-09614/1

and

Chief, Air Branch (3RC10)
Office of Regional Counsel
U.S. Environmental Protection Agency

Region 3
1650 Arch Street
Philadelphia, PA 19103-2029

and

Associate Director, Air Enforcement and Compliance Assistance Branch (3AP20)
Air Protection Division
Office of Air Enforcement and Compliance Assistance
U.S. Environmental Protection Agency
Region 3
1650 Arch Street
Philadelphia, PA 19103-2029

To Defendant:

Anthony Nearhoff
Plant Superintendent
Erie Coke Corporation
925 East Bay Drive
P.O. Box 6180
Erie, PA 16512-6180

72. Any Party may, by written notice to the other Party, change its designated notice recipient or notice address provided above.

73. Notices submitted pursuant to this Section XIV shall be deemed submitted upon mailing, unless otherwise provided in this Decree, or by mutual agreement of the Parties in writing.

XV. EFFECTIVE DATE

74. The Effective Date of this Decree shall be the date upon which this Decree is entered by the Court or a motion to enter the Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that ECC hereby agrees that it shall be bound to perform any duties scheduled to occur prior to the Effective Date.

XVI. RETENTION OF JURISDICTION

75. The Court shall retain jurisdiction over this case until termination of this Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X (Dispute Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

76. The terms of this Decree may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

77. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 56, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVIII. TERMINATION

78. After ECC has completed the requirements of Section V (Compliance Requirements) of this Decree, and has complied with all other requirements of this Decree, and has paid the civil penalty and any accrued stipulated penalties as required by this Decree, ECC may serve upon the United States a request for termination notice ("Request for Termination"), stating that ECC has satisfied those requirements, together with any supporting documentation.

79. Following receipt by the United States of ECC's Request for Termination, the Parties shall confer informally concerning the Request for Termination, and any disagreement that the Parties may have as to whether ECC has satisfactorily complied with the requirements

for termination of this Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

80. If the United States does not agree that the Decree may be terminated, ECC may invoke dispute resolution under Section X (Dispute Resolution) of this Decree. However, ECC shall not seek dispute resolution of any dispute regarding termination until 120 Days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

81. This Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold consent if the comments regarding the Decree disclose facts or considerations indicating that the Decree is inappropriate, improper, or inadequate. ECC consents to entry of this Decree in its current form without further notice and agrees not to withdraw from or oppose entry of this Decree by the Court or to challenge any provision of the Decree, unless the United States has notified ECC in writing that it no longer supports entry of the Decree in its current form.

XX. SIGNATORIES/SERVICE

82. Each undersigned representative of ECC and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice, certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind the Party he or she represents to this document.

83. This Decree may be signed in counterparts, and its validity shall not be challenged on that basis. ECC agrees to accept service of process by mail, in accordance with the provisions of Section XIV, with respect to all matters arising under or relating to this Decree and to waive

the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXI. INTEGRATION

84. This Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supercedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

85. Upon approval and entry of this Decree by the Court, this Decree shall constitute a final judgment of the Court as to the United States, the State, and ECC. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XXIII. APPENDICES

86. The following appendices are attached to and part of this Consent Decree:

Appendix A – ECC's Coke By-Product Plant Diagram.

Dated and entered this 16th day of __December__, 2016.

Barbara Jacobs Rothstein
U.S. District Court Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned *United States v. Erie Coke Corporation*, (W.D.Pa.):

FOR THE UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF JUSTICE
Environment & Natural Resources Division

DATE: ______________

[signature]
Nathaniel Douglas
Deputy Section Chief
Environmental Enforcement Section

DATE: 9/26/16

[signature]
Elliot M. Rockler
Trial Attorney
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-2653

DAVID J. HICKTON
United States Attorney

s/Paul E. Skirtich
PAUL E. SKIRTICH
Assistant U.S. Attorney
Western District of Pennsylvania
U.S. Post Office & Courthouse
700 Grant Street, Suite 4000
Pittsburgh, PA 15219
(412) 894-7418
PA ID No. 30440

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned *United States v. Erie Coke Corporation*, (W.D.Pa.):

DATE: 9/23/2016

Regional Administrator
U.S. Environmental Protection Agency,
Region 3

DATE: 9/23/16

Regional Counsel
U.S. Environmental Protection Agency,
Region 3

DATE: 9/22/16

Assistant Regional Counsel
U.S. Environmental Protection Agency,
Region 3

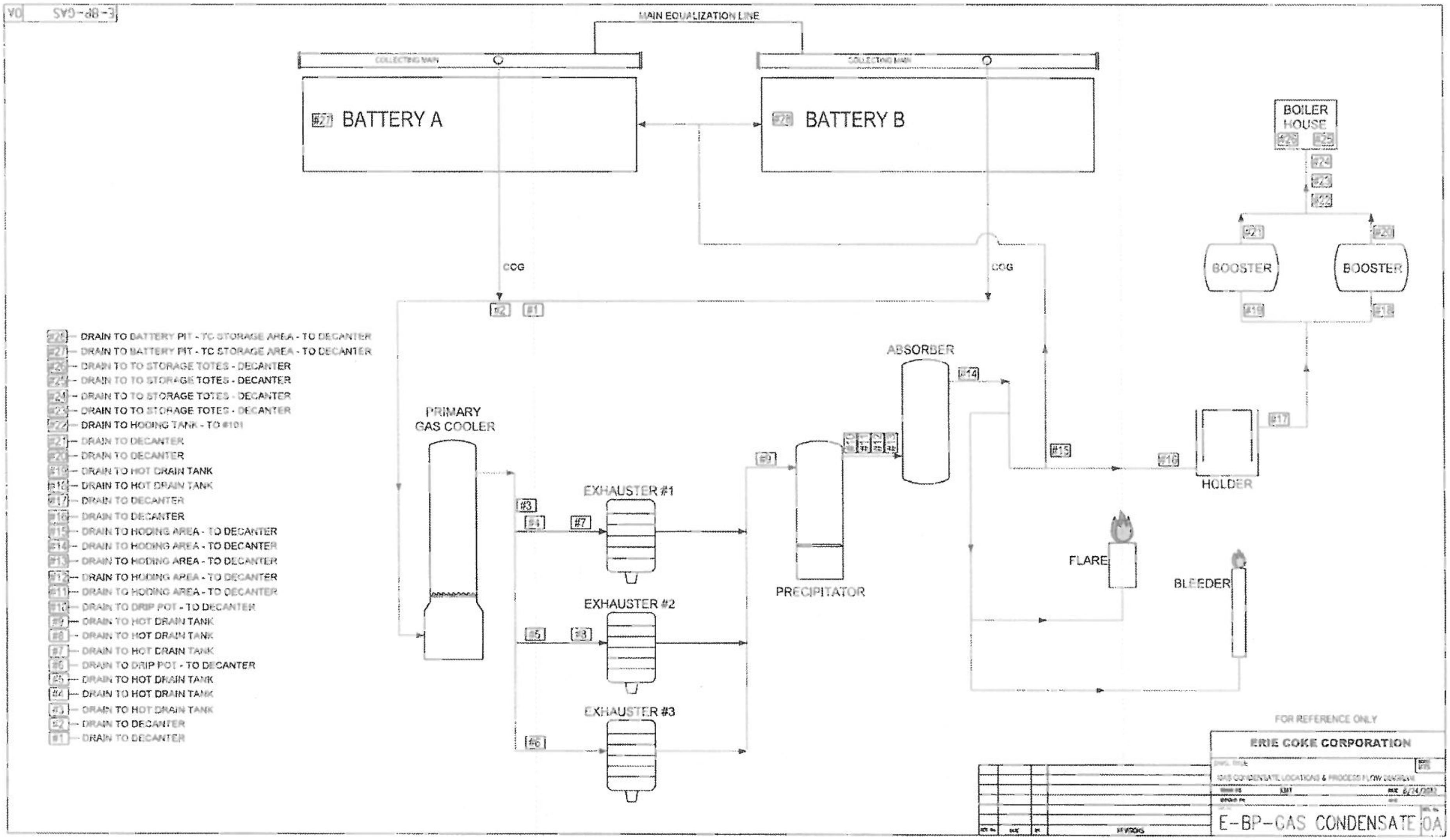
THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned *United States v. Erie Coke Corporation*, (W.D.Pa.):

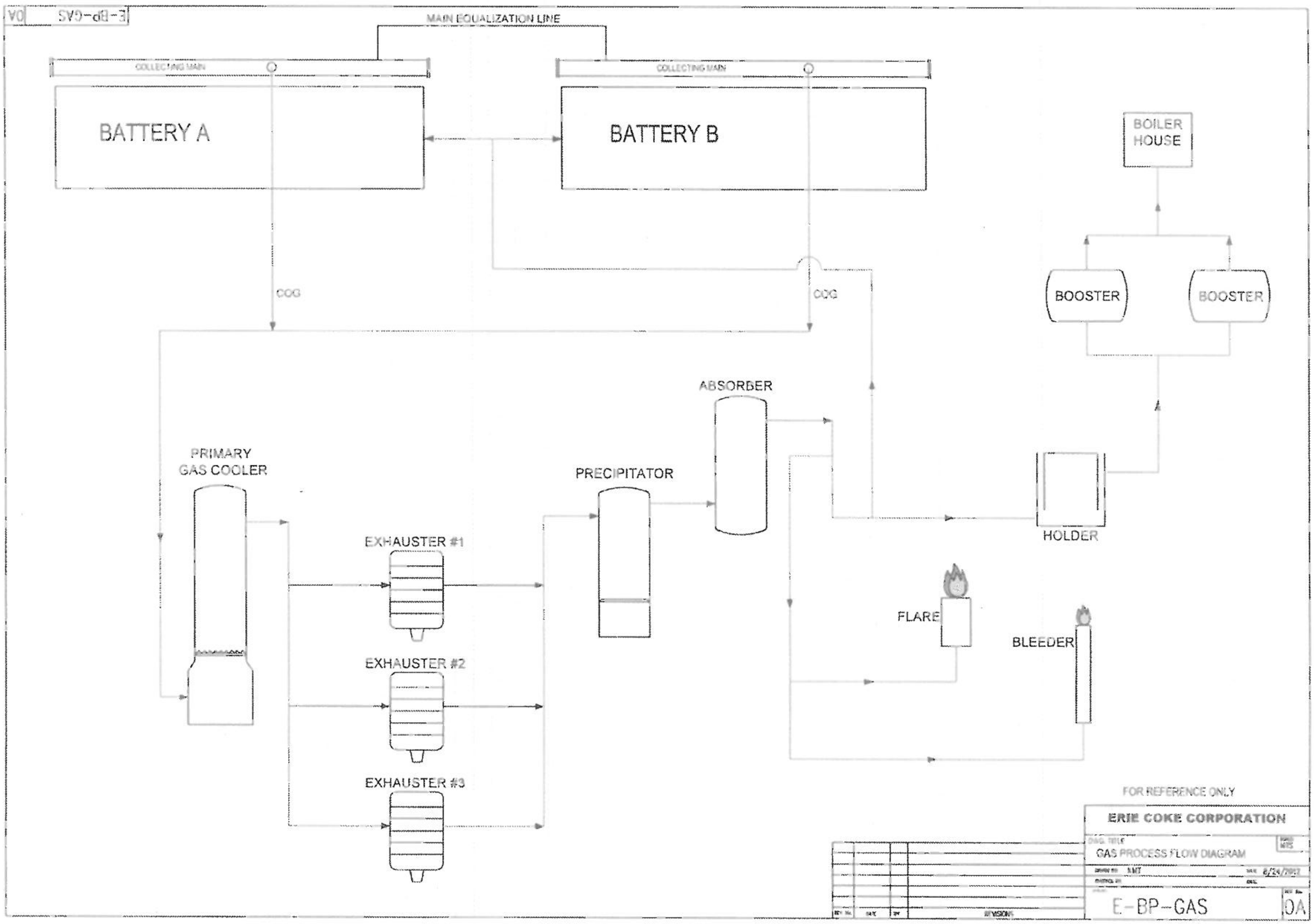
FOR ERIE COKE CORPORATION

DATE: 9/16/16

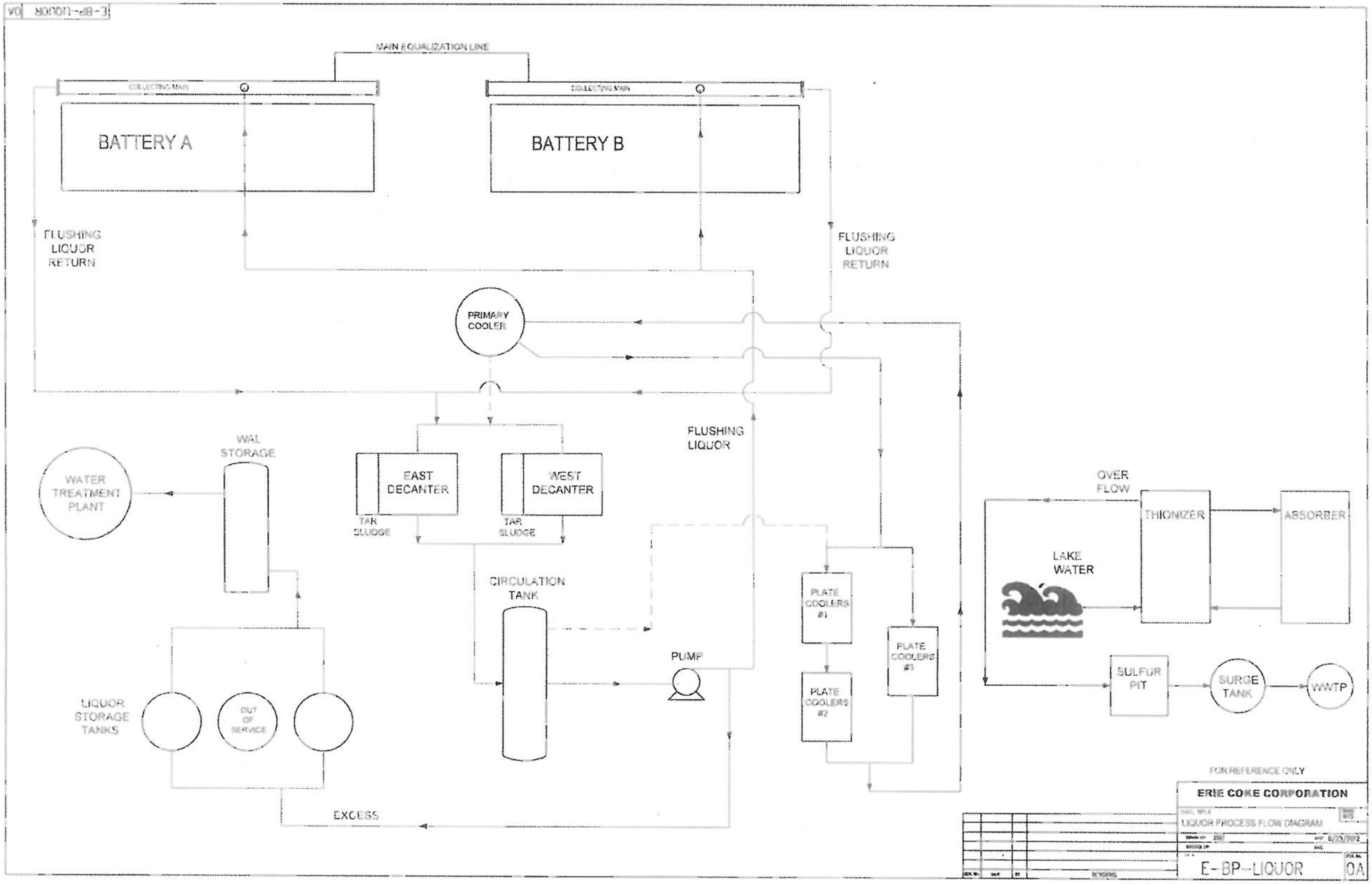
Michael K. Durkin
President

APPENDIX A TO CONSENT DECREE

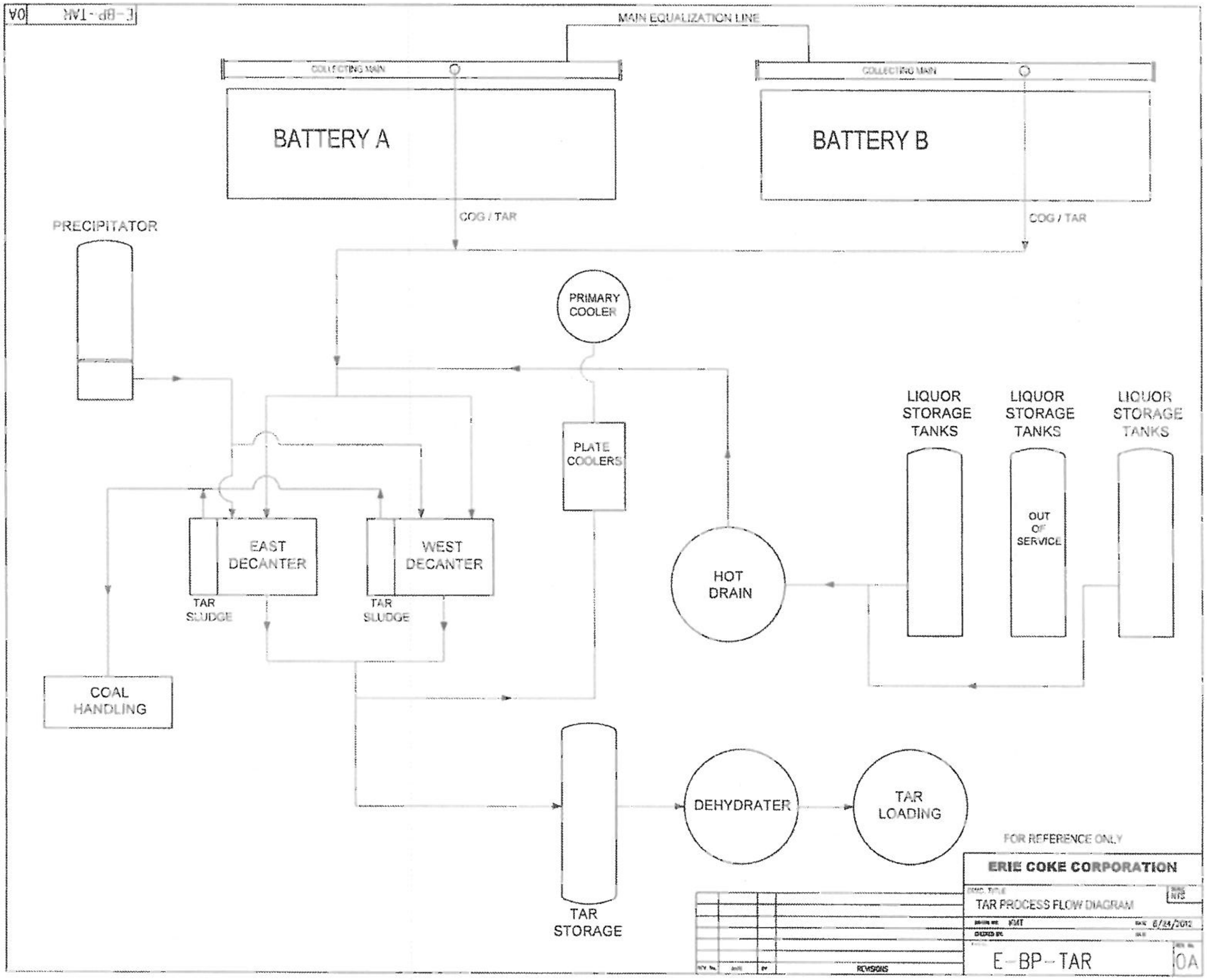

MAIN EQUALIZATION LINE
COLLECTING MAIN
COLLECTING MAIN
#27 BATTERY A
#28 BATTERY B
BOILER HOUSE
#26 #25
#24
#23
#22
#21
#20
BOOSTER
BOOSTER
#19
#18
CCG
CCG
#2 #1
#28 DRAIN TO BATTERY PIT - TO STORAGE AREA - TO DECANTER
#27 DRAIN TO BATTERY PIT - TO STORAGE AREA - TO DECANTER
#26 DRAIN TO TO STORAGE TOTES - DECANTER
#25 DRAIN TO TO STORAGE TOTES - DECANTER
#24 DRAIN TO TO STORAGE TOTES - DECANTER
#23 DRAIN TO TO STORAGE TOTES - DECANTER
#22 DRAIN TO HODING TANK - TO #101
#21 DRAIN TO DECANTER
#20 DRAIN TO DECANTER
#19 DRAIN TO HOT DRAIN TANK
#18 DRAIN TO HOT DRAIN TANK
#17 DRAIN TO DECANTER
#16 DRAIN TO DECANTER
#15 DRAIN TO HODING AREA - TO DECANTER
#14 DRAIN TO HODING AREA - TO DECANTER
#13 DRAIN TO HODING AREA - TO DECANTER
#12 DRAIN TO HODING AREA - TO DECANTER
#11 DRAIN TO HODING AREA - TO DECANTER
#10 DRAIN TO DRIP POT - TO DECANTER
#9 DRAIN TO HOT DRAIN TANK
#8 DRAIN TO HOT DRAIN TANK
#7 DRAIN TO HOT DRAIN TANK
#6 DRAIN TO DRIP POT - TO DECANTER
#5 DRAIN TO HOT DRAIN TANK
#4 DRAIN TO HOT DRAIN TANK
#3 DRAIN TO HOT DRAIN TANK
#2 DRAIN TO DECANTER
#1 DRAIN TO DECANTER
ABSORBER
#14
PRIMARY GAS COOLER
#9
#15
#16
#17
HOLDER
#3
#4 #7
EXHAUSTER #1
PRECIPITATOR
FLARE
BLEEDER
EXHAUSTER #2
#5 #8
EXHAUSTER #3
#6
FOR REFERENCE ONLY
ERIE COKE CORPORATION
GAS CONDENSATE LOCATIONS & PROCESS FLOW DIAGRAM
KMT
E-BP-GAS CONDENSATE
0A
E-BP-GAS
0A



MAIN EQUALIZATION LINE
COLLECTING MAIN
COLLECTING MAIN
BATTERY A
BATTERY B
BOILER HOUSE
COG
COG
BOOSTER
BOOSTER
ABSORBER
PRIMARY GAS COOLER
PRECIPITATOR
HOLDER
EXHAUSTER #1
EXHAUSTER #2
EXHAUSTER #3
FLARE
BLEEDER
FOR REFERENCE ONLY
ERIE COKE CORPORATION
GAS PROCESS FLOW DIAGRAM
E-BP-GAS
0A



MAIN EQUALIZATION LINE
COLLECTING MAIN
COLLECTING MAIN
BATTERY A
BATTERY B
FLUSHING LIQUOR RETURN
FLUSHING LIQUOR RETURN
PRIMARY COOLER
FLUSHING LIQUOR
WATER TREATMENT PLANT
WAL STORAGE
EAST DECANTER
WEST DECANTER
TAR SLUDGE
TAR SLUDGE
CIRCULATION TANK
PUMP
LIQUOR STORAGE TANKS
OUT OF SERVICE
EXCESS
PLATE COOLERS #1
PLATE COOLERS #2
PLATE COOLERS #3
OVER FLOW
THIONIZER
ABSORBER
LAKE WATER
SULFUR PIT
SURGE TANK
WWTP
FOR REFERENCE ONLY
ERIE COKE CORPORATION
LIQUOR PROCESS FLOW DIAGRAM
E-BP-LIQUOR
0A


MAIN EQUALIZATION LINE
COLLECTING MAIN
COLLECTING MAIN
BATTERY A
BATTERY B
COG / TAR
COG / TAR
PRECIPITATOR
PRIMARY COOLER
PLATE COOLERS
LIQUOR STORAGE TANKS
LIQUOR STORAGE TANKS
LIQUOR STORAGE TANKS
OUT OF SERVICE
EAST DECANTER
WEST DECANTER
TAR SLUDGE
TAR SLUDGE
HOT DRAIN
COAL HANDLING
TAR STORAGE
DEHYDRATER
TAR LOADING
FOR REFERENCE ONLY
ERIE COKE CORPORATION
TAR PROCESS FLOW DIAGRAM
NTS
KMT
6/24/2012
REVISIONS
E-BP-TAR
0A